EXHIBIT B

PERMIT TRANSFER AGREEMENT

THIS PERMIT TRANSFER AGREEMENT (this "Agreement") is made effective as of November 30, 2017 REVELATION ENERGY, LLC, a Kentucky limited liability company ("Revelation"), BLACKJEWEL L.L.C., a Delaware limited liability company ("Blackjewel" and, together with Revelation, whether individually or collectively, "Seller"),, and LEXINGTON COAL COMPANY, LLC, a Delaware limited liability company ("Buyer"). Seller and Buyer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

WHEREAS, this Agreement is being entered into to effect the transactions contemplated by the Asset Purchase Agreement of even date herewith (as the same may be hereafter amended or supplemented, the "Asset Purchase Agreement") between the Parties. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.

WHEREAS, Seller has agreed to assign to Buyer all of its rights, title, interest and obligations in, under and to the permits referred to in the Asset Purchase Agreement as the Permits, which Permits are identified in Exhibit A attached hereto and made a part hereof.

WHEREAS, Seller desires to transfer and assign to Buyer, and Buyer desires to receive and assume from Seller, all of Seller's rights, title, interest and obligations in, under and to the Permits in accordance with the terms of this Agreement and the Asset Purchase Agreement.

- NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:
- 1. <u>Transfer of the Permits</u>. Seller hereby sells, assigns, transfers and conveys unto Buyer all of its rights, title and interests in and to the Permits.
- 2. <u>Assumption of Liabilities</u>. Buyer shall assume and become liable for any and all liabilities arising out of the use or ownership of the Permits, but not including any fines, penalties or similar charges arising before the Closing Date.
- 3. Costs. Buyer shall have full responsibility for and shall pay all costs and expenses associated with the transfers of the Permits; provided, however, that except as otherwise expressly set forth herein, each Party shall be responsible for the costs of its own lawyers and other advisors.
- 4. <u>Existing Bonds</u>. Buyer acknowledges that Seller, in connection with the Permits, has posted various bonds securing reclamation and other Obligations under the Permits. Buyer shall cause the replacement of each such bond and shall deliver to Seller such documents as are reasonably requested by Seller in order to permit Seller to effect the full release and discharge of such bonds. If the Closing does not occur or unless otherwise agreed in writing by the Parties, Seller shall work with Buyer to substitute cash, letters of credit or other surety bonds for the replacement bonds using commercially reasonable efforts.

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- 5. Commencement of Operations. Buyer is attempting to achieve the status of "successor in interest permittee" and may be desirous of commencing operations upon the property encompassed by the Permits before the transfer to Buyer of "permittee liability" under the Permits. In recognition thereof, Seller agrees that on the date hereof, Buyer shall have the right to commence mining and reclamation operations upon the property encompassed by the Permits and Seller hereby agrees to execute all documents necessary to have Buyer designated an "operator" under the Permits until such time as the Permits have been transferred to Buyer. Buyer agrees to comply with all conditions and requirements of, or pertaining to, the Permits. Buyer shall defend, indemnify and hold harmless Seller from any and all liabilities, costs, damages, expenses, claims or other losses (including attorneys' fees) incurred by Seller arising out of the foregoing arrangement. Seller agrees that from the Closing Date through the transfer of the Permit to Buyer or so long as Buyer shall continue to utilize the Permits either as a designated operator or under some other mutually satisfactory arrangement, Seller shall not sell, transfer or otherwise dispose of the Permits or any portion thereof.
- Non-Compliance. If any notice of violation, non-compliance or similar occurrence is issued with respect to Buyer's operations under the Permits after the Closing Date but prior to the transfer of such Permit, Buyer shall have the duty to defend such violation, noncompliance or similar occurrence and, if applicable, to pay all fines associated therewith, to correct such violation, non-compliance or similar occurrence, and to perform all abative measures required by any Governmental Authority. If Seller receives notice of any such violation, non-compliance or similar occurrence with respect to the Permits, it shall give notice of the violation, non-compliance or similar occurrence to Buyer within five (5) Business Days of receipt of such notice. If Buyer fails to defend a violation, noncompliance or similar occurrence with respect to Buyer's operations under the Permits after the Closing Date and prior to the transfer of such Permits or does not promptly and in good faith take all action reasonably necessary to correct or abate such violation, non-compliance or similar occurrence, Seller shall have the right (but not the obligation) to defend, correct and/or abate such violation, noncompliance or similar occurrence, and if Buyer is required to defend, correct and/or abate the same pursuant to the first sentence of this Section, Buyer shall reimburse Seller for all reasonable costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

7. Covenants of the Parties.

- (a) The Parties shall promptly apply for and diligently pursue all applications for and shall use commercially reasonable efforts to promptly obtain such consents, authorizations and approvals from such governmental authorities and third parties as shall be necessary or appropriate to permit the consummation of the transactions contemplated by this Agreement and shall use commercially reasonable efforts to bring about the satisfaction as soon as practicable of all the conditions necessary to effect the consummation of the transactions contemplated by this Agreement, even if such actions must occur after the Closing Date.
- (b) Seller agrees that it will use commercially reasonable efforts to obtain, and shall diligently and in good faith pursue, any and all revisions, amendments or other modifications to the Permit until the transfer or issuance to Buyer of the Permit has been approved by the applicable government authorities.

- (c) Until the Permit is transferred to Buyer, the Parties shall promptly provide the other Party with a copy of all notices of non-compliance, cessation orders, if any, or other notices relating to the Permits received by a Party.
- (d) Until the Permit is transferred to Buyer, Buyer shall maintain and keep in force and effect, at its sole cost and expense, general liability insurance coverage with a good and reputable insurance company or companies naming Seller as an additional insured under such coverage.
- 8. Amendment, Waivers, Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.
- 9. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 10. <u>Conflict</u>. This Agreement is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to alter or amend the terms or provisions of the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.
- 11. <u>Governing Law</u>. This Agreement shall be governed by and construed according to the laws of the State of West Virginia, without regard to or application of its conflict of laws rules.
- 12. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts (including by means of facsimile signature page) and all such counterparts taken together shall constitute one and the same Agreement.
- 13. <u>Severability</u>. If any provision of this Agreement or its application is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.
- 14. Entire Agreement. All prior negotiations and agreements by and among the Parties with respect to the subject matter hereof are superseded by this Agreement, the Asset Purchase Agreement and the other related agreements made a part thereof, and there are no representations, warranties, understandings or agreements with respect to the subject matter

hereof other than those expressly set forth in this Agreement the Asset Purchase Agreement, and the other related agreements made a part thereof.

- 15. <u>Headings</u>. Section headings are not to be considered part of this Agreement, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Agreement or any provision in it.
- 16. <u>Assignment</u>. Buyer may assign or otherwise transfer this Agreement, in whole or in part, at any time without first obtaining the prior written consent of Seller.
- 17. <u>Representations and Warranties</u>. The representations and warranties set forth in the Asset Purchase Agreement are incorporated herein by reference.
- 18. <u>Indemnity</u>. The indemnification provisions set forth in the Asset Purchase Agreement are incorporated herein by reference.
- 19. <u>Right of Setoff</u>. Either Party may setoff any amounts to which it may be entitled from the other Party under this Agreement, the Asset Purchase Agreement or any other Transaction Documents against amounts otherwise payable to the other Party under this Agreement, the Asset Purchase Agreement or any other Transaction Documents.
- 20. <u>Rule of Construction</u>. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and the Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
- 21. <u>Further Acts</u>. Each of the Parties shall do, execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, instruments, transfers and assurances as shall be required in order to carry out this Agreement and consummate the transactions contemplated hereby.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have caused this Permit Transfer Agreement to be made effective as of the Effective Date.

REVELATION ENERGY, LLC

By:

Its:

BLACKJEWEL L.L.C.

By:

Its:

LEXINGTON COAL COMPANY, LLC

By:

Its:

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EXHIBIT A

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Comments			Mine to Reclaim	Mine to Reclaim			Grading/Seeding - Approximately 150 acres		Loadout Facility	Loadout Facility	Plant/Loadout		Deep Mine w/ Substantial Reserves Remaing	9	Haul Road	Haul Road	Haul Road	Haul Road	Haul Road	Haul Road	Haul Road	Haul Road	Haul Road	Haul Road		phase I	1.8mm Tons Reserve-Reclaimed	Partial phase I - 3 Fills to be Certified	phase II	Ready for Phase I-Reserves to be Permitted	Portion Phase I													
Reclaimed			662.49	00.09	180.20	250.00	250.00	20.00			95.00		1.00	30.00	000		116.83	41.00	0.00	0.00	00:00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	00:00	0.00	2.00	200.00	108.00	120.00	34.00	2.00		973.62	100.00	929.44	77.48	250.00	775.00
Open Wall			936.00	3123.00	10760.00	3436.96	2950.00	0.00		Amademic designation of the second	0.00		0.00	0.00	0.00		450.00	1766.00	400.00	400.00	400.00	300.00	0.00	0.00	400.00	400.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	00:00	0.00	0.00	00.00
Previous Open Wall			3500.00	7800.00	8150.00	5750.00	5950.00	00.00			1520.00		0.00	0.00	00'0		0.00	0.00	0.00	0.00	00:00	0.00	0.00	0.00	0.00	00:00		0.00	0.00	0.00	0.00	0.00	00'0	0.00	0.00	0.00	00:00		0.00	0.00	0:00	0.00	0000	00'0
Sloped			256.08	00'0	100.40	4.49	00'0	0.00			205.92		0.00	0.00	00:00		0.00	0.00	0.00	0.00	0.00	0.00	00:00	00:00	0.00	0.00		0.00	0.00	00:00	00:00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	00.00	0.00	00'0
Disturbed Acres			1229.10	275.00	406.11	315.00	1050.00	200.00			330.00		16.00	100.00	45.20		135.35	42.00	3.00	4.13	3.48	0.67	52.00	00:00	12.00	15.80		52.37	19.00	00:09	10.00	20.00	200.00	108.00	120.00	34.00	91.00		973.62	125.00	929.44	77.48	300.00	785.00
LTT Bonds																						\$127,500																						
Supplemental Assurance			\$1,200,000	\$450,000	\$1,350,000	\$150,000	\$1,200,000	\$450,000			\$450,000		\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0	\$0	\$0	\$0	\$0
Surety Amount			\$784,000	\$1,153,700	\$418,500	\$1,246,600	\$3,979,900	\$2,609,300			\$305,600		\$629,300	\$1,639,700	\$423,500		\$170,689	\$25,500	\$75,800	\$38,600	\$75,000	\$35,600	\$364,000	\$10,000	\$82,000	\$97,000		\$26,500	\$17,000	\$39,000	\$6,500	\$303,500	\$602,500	\$282,500	\$381,500	\$25,500	\$392,900		\$689,800	\$234,600	\$389,500	\$105,000	\$2,669,200	\$1,524,700
KRGF Amount			\$6,628,000	\$971,700	\$3,576,500	\$0	\$0	\$0			\$2,372,300		\$0	\$0	\$0		\$0	\$160,700	\$0	\$36,400	\$0	\$0	\$0	\$0	\$0	0\$		\$106,000	\$77,000	\$135,300	\$68,500	\$0	\$0	\$0	\$0	\$102,000	\$79,600		\$0	\$1,206,600	\$4,455,100	\$0	\$0	\$0
Total Bond Amount			\$7,412,000	\$2,125,400	\$3,995,000	\$1,246,600	\$3,979,900	\$2,609,300			\$2,677,900		\$629,300	\$1,639,700	\$423,500		\$170,689	\$186,200	\$75,800	\$75,000	\$75,000	\$35,600	\$364,000	\$10,000	\$82,000	\$97,000		\$132,500	\$94,000	\$174,300	\$75,000	\$303,500	\$602,500	\$282,500	\$381,500	\$127,500	\$472,500		\$689,800	\$1,441,200	\$4,844,600	\$105,000	\$2,669,200	\$1,524,700
Longitude			82-09-21	82-06-59	82-10-34	82-26-19	82-35-48	82-37-28			82-07-57		82-31-01	82-31-01	82-11-06		82-09-29	82-12-38	82-06-32	82-07-02	82-07-02	82-21-25	82-31-01	82-30-28	82-28-03	82-32-29		82-09-44	82-09-43	82-08-00	82-07-01	82-31-33	82-28-28	8/2-26-21	82-28-54	82-31-36	82-25-33		82-09-44	82-11-01	82-11-41	82-05-00	82-07-21	82-08-05
Latitude			37-33-14	37-30-27	37-30-11	37-45-43	37-39-59	37-39-22			37-29-16		37-43-55	37-43-55	37-29-32		37-34-12	37-29-11	37-27-54	37-30-09	37-30-09	37-27-28	37-43-57	37-42-15	37-38-43	37-40-30		37-34-21	37-31-55	37-29-18	37-30-16	37-44-12	37-45-08	37-44-17	37-44-10	37-44-13	37-34-15		37-34-21	37-34-09	37-32-06	37-31-12	37-29-14	37-29-17
Nearest Community			Freeburn	Phelps	Phelps	Pigeon Roost	McCombs	Endicott			Stopover		Wolf Creek	Wolf Creek	Calloway		Freeburn	Phelps	Argo	Jamboree	Jamboree	Kimper	Pilgrim	Moree	Piso	Gulnare		Phelps	Phelps	Stopover	Stopover	lnez	Pilgrim	Pilgrim	Moree	Moree	Meta		Freeburn	Ransom	Ransom	Stopover	Jamboree	Argo
County			Pike	Pike	Pike	Martin	Pike	Floyd			Pike		Martin	Martin	Pike		Pike	Pike	Pike	Pike	Pike	Pike	Martin	Martin	Pike	Pike		Pike	Pike	Pike	Pike	Martin	Martin	Martin	Martin	Martin	Pike		Pike	Pike	Pike	Pike	Pike	Pike
Previous PERMIT #		eclaim	898-0687	1	898-0695	880-0195	898-0779	836-0355			898-0705		880-8005	880-8006	898-8152		898-0684	898-4213	898-4043	498-5205	898-5940	898-4515	880-5156	880-5172	898-0569	898-4087		898-7064	1	9902-868	898-7037	480-7001	880-7019	880-7020	880-7021	880-7033	898-7100		9890-868	898-0703	898-0788	898-0704	898-0706	898-0711
New PERMIT#		Mined to R	0580-868	898-0903	898-0892	880-0254	898-0985	836-0442			9860-868		880-8021	880-8022	898-8160		0680-868	898-4448	898-4479	898-4481	898-4480	898-4515	880-5194	880-5195	898-0951	898-4492		898-7095	898-7096	898-7104	898-7103	880-7036	880-7037	880-7038	880-7039	880-7030	898-7097		898-0891	898-0893	898-0863	898-0935	898-0937	898-0938
Job Name		Major Reclamation Permits - Will be Mined to Reclaim	Hunt's Branch	Pompey West	Calloway North	White Oak	S20 Bevins Branch	S20 Bevins Branch		Major Reclamation with No Mining	Pompey		Pontiki Prep Plant	Pontiki Refuse	Phelp's Loadout	Deep Mine Permits with Reserves (02)	Daugherty Br	Calloway South	Cedar Grove Deep	Widows Grove Deep	Majestic Deep	Berkley Deep	Excel Mine #1	Vanlear Mine	Excel Mine #2A	Excel Mine #1A	Permits	Pt. Rock / Pounding Mill Haul Road	Pt. Rock Haul Road	Pompey Haul Road	Pompey Haul Road	Southside Road	17 West Main Haul Road	Pigeon Roost Haul Road	Evans Fork Haulroad	Finley Br HR	Scott Br Haul Road	nce Only	Gooseneck Strip	Slate Branch	Netley Br (M-21)	Pompey East	Pompey	Pompey South
Job/Rec#		Major Rec	S1	S1	S4A	\$18	520	820		Major Rec	210	Facilities	P2	P2	12	Deep Mine	R233								R79	R80	Haul Road Permits	A23			S10	R69	518		R76	83	R31	Maintenance Only	R234					R85
				2	m	4	Ŋ	9			7		00	6	10		17	12	13	14	15	16	17	18	19	20		21	22	23	24	25	26	27	28	29	30		31	32	33	34	35	36

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Comments	Ready for Phase I - Remove Building?	Ready for Phase 1?	Ready for Phase I	Ready for Phase I	Phase I	Ready for Phase I-Permit Action	Phase I&Phase II	Phase I	Phase I	Phase I	Phase I	Phase I	Phase I	To Be Relcaimed with Aldrige Branch	Phase II	Phase I	Phase I	Phase I	Portion Phase II	Phase II	Phase I	Ready for Phase I	Phase I	age	Not Disturbed	Not Disturbed
Reclaimed	00.00	4.00	300.00	55.00	900:00	137.00	260.00	131.80	50.00	400.00	300.00	100.00	292.74	35.00	573.50	311.28	157.40	192.40	200.00	300.00	270.00	25.15	200.75		0.00	0.00
Open Wall	0.00	00:00	0.00	00:00	00:00	00:00	0.00	00:00	00:00	00:00	0.00	0.00	00:00	0.00	0.00	00:00	0.00	0.00	0.00	0.00	0.00	0.00	00:00		0.00	0.00
Previous Open Wall	00.00	00:00	00:00	0.00	0.00	1050.00	400.00	0.00	00:00	00:00	0.00	00:00	00.00	0.00	00:0	00:00	00:00	00:00	0.00	0.00	0.00	0.00	0.00		00:00	00:00
Sloped	0.00	0.00	0.00	0.00	0.00	8.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	00:00	00:00	0.00	0.00	0.00	0.00		0.00	0.00
Disturbed Acres	24.99	21.00	300.00	55.00	900.00	145.40	260.00	131.80	50.00	400.00	300.00	100.00	292.74	00.09	573.50	311.28	157.40	192.40	520.00	300.00	275.00	25.15	200.75		00:00	00.00
LTT Bonds		\$390,000																								
Supplemental Assurance	\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	,			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	\$0
Surety Amount	\$169,500	\$463,500	\$1,004,100	\$184,800	\$2,814,600	\$719,700	\$473,300	\$165,100	\$102,800	\$779,400	\$869,700	\$226,700	\$461,100	\$841,400	\$320,600	\$0	\$215,800	\$51,000	\$290,700	\$170,900	\$462,400	\$34,800	\$247,500		\$75,000	\$37,500
KRGF Amount S	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$479,350	\$0	\$0	\$747,100	\$0	\$0	\$0	\$0		\$0	\$244,000
Total Bond Amount	\$169,500	\$463,500	\$1,004,100	\$184,800	\$2,814,600	\$719,700	\$473,300	\$165,100	\$102,800	\$779,400	\$869,700	\$226,700	\$461,100	\$841,400	\$320,600	\$479,350	\$215,800	\$51,000	\$1,037,800	\$170,900	\$462,400	\$34,800	\$247,500		\$75,000	\$281,500
Longitude	82-21-31	82-21-14	82-33-09	82-31-36	82-28-32	82-24-23	82-26-25	82-24-23				82-35-09	82-30-21	82-31-48	82-36-04	82-31-12	82-28-39	82-28-13	82-28-52	82-29-08	82-28-40	82-32-01	82-35-48		82-05-43	82-18-29
Latitude	37-30-14	37-29-07	37-41-27	37-44-14	37-44-37	37-44-27	37-44-20	37-44-27				37-54-56	37-42-57	37-43-52	37-35-05	37-42-02	37-44-35	37-45-05	37-37-55	37-35-57	37-35-49	37-40-44	37-39-59		37-31-09	37-33-04
Nearest Community	Kimper	Kimper	Thomas	Moree	Pilgrim	Pilgrim	Pilgrim	Pilgrim	Pilgrim	Pilgrim	Pilgrim	Milo	Moree	Moree	Stanville	McClure	Pilgrim	Pilgrim	Piso	Piso	Meta	Thomas	McCombs		Stopover	Meathouse
County	Pike	Pike	Martin	Martin	Martin	Martin	Martin	Martin	Martin	Martin	Martin	Martin	Martin	Martin	Floyd	Martin	Martin	Martin	Pike	Pike	Pike	Pike	Pike		Pike	Pike
Previous PERMIT #	898-4516	898-9172	880-0206	880-0216	880-0187	880-0188	880-0219	880-0189	480-0073	880-0041	880-0217	880-0197	880-5044	880-5071	836-0313	880-0246	880-0165	880-0166	898-0921	898-0763	898-0764	898-0844	898-0778		898-0792	1
New PERMIT#	898-4516	898-9172	880-0250	880-0251	880-0252	880-0253	880-0255	880-0257	880-0260	880-0262	880-0263	880-0264	880-5192	880-5193	836-0415	880-0230	880-0239	880-0240	898-0900	898-0929	898-0930	898-0931	898-0984		898-0894	898-0876
Job Name	Eclipse Deep	Berkley Refuse	Cow Fork	McGee Branch	Peter Cave Lake	Seng Branch	LCC Transfer	Meade Branch	Mullins Fork	Maynard Fork	17 West	Laurel Fork	Aldridge Branch	White Cabin 9/Pegasus	Shop Br/lvy 2	Finley Br	Slurry Impound	N. Peter Cave	Flag Knob	Scott Branch	Alley Branch	Rattlesnake	S20 Bevins Branch	New Permits (Undisturbed)	Big Branch P-East	Rockhouse Fk
Job/Rec#	R90	R91	R70	R71	R72	518	\$18	\$18	R155	R156	R157	R147	R73	R74	R2	89	R7	R8	R32	R24	R25	R26	820	New Perm	A23	A20
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REVELATION TO LCC PERMITS